

RETURN

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To an Order of the House of Commons, dated the 7th February, 1917, showing a copy of the contract between the Government and the P. Lyall & Sons Construction Company for the reconstruction of the Parliament Building.

E. L. PATENAUDE,
Secretary of State.

THIS AGREEMENT made this 29th day of September, in the year 1916—

BETWEEN

P. LYALL & SONS CONSTRUCTION COMPANY, LIMITED, hereinafter called
“the Contractor”, of the First Part,

and

HIS MAJESTY THE KING, represented by the Minister of Public Works
of Canada, of the Second Part.

Whereas the party of the first part, for the consideration hereinafter mentioned, has agreed with the party of the second part to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:—the reconstruction of the Parliament Buildings at Ottawa:

Now this indenture witnesseth, that the said parties hereto hereby covenant, promise and agree, each with the other as follows:—

1. In this contract the following words shall, unless the context requires a different meaning, have the following meanings respectively, that is to say:—

“Contractor” or other words relative thereto, or of like import, shall mean and include, irrespective of sex or number, the party or parties of the first part as above designated or described, jointly and severally, and their and each of their executors, administrators, curators or successors, or assigns;

“His Majesty” or other words relative thereto, or of like import, shall mean and include the reigning Sovereign, or the successors or assigns of the Sovereign;

“Minister” shall mean the person holding the position, or acting in the capacity of the Minister of Public Works, for the time being, and shall include the person holding the position or acting in the capacity of the Deputy Minister of Public Works, for the time being;

“Architects” shall mean John A. Pearson and J. O. Marchand, who have been appointed architects of the works, or any other person or persons who may, from time to time, be appointed by the Minister in their place or stead, provided that in case of disagreement between the said John A. Pearson and J. O. Marchand, the decision of John A. Pearson shall prevail;

“Joint Committee” shall mean the committee of members of Parliament appointed by the Prime Minister and the leader of the Opposition pursuant to the vote of Parliament at its last session;

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"Board" shall mean the persons appointed by the Joint Committee to pass upon and direct the form and conditions of tenders for all materials required in the reconstruction of the Parliament Buildings, etc.

"Work or works" shall mean the whole of the work and materials, matters, and things required to be done, furnished and performed by the Contractor under this contract.

2. All the covenants and agreements in this contract binding on, and all the provisions in this contract inuring to the benefit of the Contractor, shall respectively, be binding on, and inure to the benefit of the executors, administrators, curators, successors and assigns of the Contractor and all the covenants and agreements in this contract binding upon, and all the provisions in this contract inuring to the benefit of His Majesty, shall respectively, be binding upon and inure to the benefit of the successors and assigns of His Majesty.

3. The Contractor agrees to perform the work of reconstruction of the Parliament Buildings at Ottawa, in strict accordance with the plans and specifications prepared and to be prepared by the architects for the purposes of the works. For the purpose of identification, the preliminary specifications and drawings have been signed by the Architects and the Contractor and represent in general the extent of the undertaking.

4. His Majesty, in consideration of the premises and subject to the performance and observance on the part of the Contractor, of all the covenants, provisos, and conditions in this contract contained, will pay to the contractor eight per cent (8%) on the total cost of the building, dating from February 3, 1916, up to the amount of four million dollars (\$4,000,000), and seven per cent (7%) on the cost in excess of that amount up to the further sum of \$1,000,000, it being understood and agreed that the Contractors are not to receive any commission on the cost in excess of \$5,000,000, said cost to be exclusive of the architects' and the Contractor's commissions, and cost of structural steel; payment to be made monthly on the written certificate of the architects, which certificate shall be a condition precedent to the right of the Contractor to be paid monthly or final payment. The Contractor covenants that from commencement to completion, the said work will have the personal supervision of Mr. William Lyall, together with the services of its general organization, the services and expenses of its executive and administrative officers, accounting department, contract department, and estimate department, except as provided by section 10 hereof, without further compensation.

5. The Contractor shall, for the above-mentioned commission, at its own expense, furnish all such plant as derricks, hoisting machines, concrete mixers, and such general machinery as may be required for the carrying out of this contract, fully equipped and in good working condition, to the satisfaction of the Minister; and the Contractor shall also, for the said commission, and at its own expense, provide such special plant as may be required for the carpenter and cabinet work, marble and stone cutting work required for the said building, and such as is usually sublet to other parties than the general contractor. His Majesty will pay the cost of transportation of such plant to and from Montreal only and the installation thereof. The Contractor shall keep all the said plant in good repair and efficient for the work for which it is intended; the cost of such repairs to be borne by His Majesty.

6. All such plant as picks, scaffolding, shovels, crow-bars, and minor small tools, shall be purchased for the work and become the property of His Majesty and be charged in as part of the cost of the said building.

7. It is expressly understood and agreed that the Contractor will not engage on any part of this work as sub-contractor either directly or, except with the consent of the Minister, by or through any other organization in which it may be interested.

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8. The Contractor shall have full power to manage the construction of said buildings, to purchase all materials therefor, employ all labour required therefor, and to do all work necessary for the completion thereof, all subject to the approval of the Minister, the Architects and the Joint Committee.

9. The officers of the Contractor in charge of the work shall give constant personal supervision to the execution of any work sublet by the Contractor. His Majesty shall receive the benefit of all discounts, rebates, drawbacks, and other concessions of whatever nature which the Contractor may have or obtain by reason of the purchase of large quantities of materials in its general business or otherwise, and the Contractor shall, under the direction of the Board appointed by the Joint Committee, use its best endeavours to secure all materials at the lowest price at which proper materials can be obtained.

10. For the purpose of this agreement the following items shall be included in the cost of said building and shall in every case be subject to check and approval by the architects:—

All expenditures for pay-rolls;

The cost of the materials used in the building, and their preparation, inspection and delivery at the site of the said building;

The salaries of Contractor's staff at the site of said building, the number, duties and remuneration of said staff to be subject to approval of the Minister;

The expense of equipping and maintaining temporary offices, buildings, etc., for the plant and material at the site of said building and where designated by the architects; also telephone, telegraph, and express charges and stationery incidental to and necessarily connected with the said work.

11. The Contractor shall co-operate to the fullest extent possible with the Department of Public Works and the architects and Joint Committee in all their efforts to advance the entire work and to plan and execute the said work.

12. The Contractor shall construct, complete and finish said building in the most thorough, workmanlike and substantial manner with the utmost despatch and economy and in every respect to the full satisfaction of the architects.

13. The work under this contract shall be either executed directly by the organization of the Contractor or sublet to contractors as may be directed from time to time by the architect and Joint Committee, and approved by the Minister.

14. The Contractor shall execute the different portions of the work in connection with this contract as they shall be ready and as directed by the architects and shall deliver the said building fully completed to the Minister at the earliest date consistent with good workmanship, and in no event later than the 31st December, A.D. 1918. Time shall be deemed to be material and of the essence of this contract. And it is distinctly understood and agreed that in the case the Contractor shall fail to complete and deliver the said building to the Minister on or before the said date, no commission shall thereafter be payable to the Contractor on any part of the cost of completing the same subsequent to such date.

15. Whenever in the opinion of the Architect it is necessary or expedient that the said work or any portion of it should be stopped, or that the force employed thereon should be diminished, the architects may stop such work or diminish such force, and upon being requested in writing to do so by the architects, the Contractor shall stop the work or reduce the force, as the case may be, in accordance with such request, and the Contractor shall have no claim for damages by reason thereof. Such writing shall be signed by the architects and delivered to the Contractor or to some person on the work representing the Contractor.

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16. In the event of Parliament failing to vote the amount required by the Contractor, at the request of the Minister, the Contractor shall advance whatever funds may be necessary for the carrying on of the work, and the Contractor shall be entitled to be paid interest at the rate charged it by the Bank but such interest shall not in any event exceed six (6) per cent per annum on all moneys so advanced.

17. If there be any stoppage of the said work upon the written direction of the architects, or if its progress be materially delayed by reason of any act or neglect of the architects or any of the agents or employees of His Majesty, or any delay in the delivery of such materials for the work as are to be supplied by His Majesty, the time herein specified for completing the said work shall be extended for a period equal to the time of such stoppage or delay, and the Contractor shall have no further or other claim therefor, or from anything arising therefrom or caused thereby. The right of the Contractor to such extension shall be deemed to have been waived unless a claim therefor, stating the occasion and nature thereof shall be made by him in writing and delivered to the architects and to the Minister at the time of such stoppage or delay.

18. The Contractor shall not bring or permit to be brought anywhere on or near the said work any spirituous or intoxicating liquors, and if any foreman, labourer or other employee or contractor shall, in the opinion of the architects or Minister, be intemperate, disorderly, incompetent, wilfully negligent or dishonest in the performance of his duties, he shall, on the direction of the architects, be forthwith discharged and the Contractor shall not employ or permit to remain upon the work, any person who shall have been discharged from the said work for any or all of the said causes.

19. For work to be sublet by the Contractor, tenders addressed to the architects shall be procured by the Contractor under the direction of the architects and the Board appointed by the said Joint Committee for that purpose, and no sub-contract shall be awarded except under the instructions of the architects and with the approval of the Minister, said Board and Joint Committee. All purchases of materials by the Contractor shall be subject to the approval of the said architects, and said Board and Joint Committee. When such work is contracted for, the Contractor shall assume all responsibility for same and shall follow up said work and see that it is manufactured, delivered and erected in a proper manner and at the proper times for the general advancement of the whole work.

20. The Contractor shall be responsible for the quality of the workmanship of sub-contractors, and any and all costs and expenses arising from the assumption of this responsibility by the Contractor shall be borne by him and shall not form any part of the cost of said building.

21. The Board shall require all sub-contractors in submitting tenders to accompany each tender by an accepted cheque on a chartered bank, payable to the Receiver General of Canada equal to ten per cent (10%) of the amount of the tender, which will be forfeited if the person tendering decline to enter into a contract when called upon to do so or fail to complete the work contracted for. If the tender be not accepted, the cheque will be returned. Said deposit of ten per cent (10%) will be used for the benefit of the Contractor in case of default under clause 20.

22. All materials, which in the opinion of the architects are of a quality inferior to or other than that called for by the drawings and specifications and all work which in the opinion of the architects is defective or insufficient must be remedied or replaced at once on the architects' order and the cost must be borne by the Contractor, and shall not be included in the cost of the building as herein defined, but any omission or failure on the part of the architects to disapprove of or reject any work or materials at any time prior to the final acceptance of the work or portion thereof

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shall not be construed to be an acceptance of defective work or materials, notwithstanding any payments during the progress of the work during any period. It is understood and agreed that no progress or final payment shall relieve the Contractor from liability to make good at any time any defects in materials furnished or work performed under this contract; but, on the contrary, the Contractor shall, at its own expense, upon demand of the architects, at any time before the period of twelve months after acceptance of the whole work has elapsed make good any such defects.

23. The Contractor indemnifies the Government against any liability which may arise against the Crown for any death or injury to person or property on the work, and in order to insure this shall procure sufficient liability insurance to the approval of the Minister, indemnifying and saving His Majesty and the Contractor harmless in respect thereof.

24. The Contractor shall also procure insurance on said buildings while under construction and all plant and materials on the site thereof against damages by fire, in such amounts as may be determined by the architects and Board to protect the interests of both His Majesty and the Contractor as they may appear.

25. The Contractor shall also procure all permits for the execution of the work, for sewer connections, water connections, meters and meter connections, and shall obtain all necessary permits for the general construction of the buildings and file all necessary plans with the proper authorities having jurisdiction.

26. All premiums, fees, etc., incidental to clauses Nos. 23, 24, and 25, shall be paid by His Majesty and be included as part of the cost of the work.

27. All machinery, tools, plant, materials, equipment, articles, and things whatsoever provided by the Contractor shall, from the time of their being so provided, become and until the final completion and acceptance by the Minister of the said work, be the property of His Majesty for the purposes of the said work, and be a guarantee for the due fulfilment of all the covenants herein provided, and the same shall on no account be taken away, or used, or disposed of, except for the purposes of the said work, without the consent of the architects. In the event of the work being taken out of the Contractor's hands, all materials, articles, and things whatsoever, and all horses, machinery, tools, plant, and equipment, and all rights, proprietary or otherwise, licenses, powers, and privileges, whether relating to or affecting real estate or personal property, acquired, possessed, or provided by the Contractor for the purposes of the work, or by the architects under the provisions of this contract, shall remain and be the property of His Majesty for all purposes incidental to the completion of the works, and may be used, exercised, and enjoyed by His Majesty as fully to all intents and purposes connected with the works as they might theretofore have been used, exercised, and enjoyed by the Contractor; and His Majesty may also, at the option of the Minister sell or otherwise dispose of, at forced sale prices, or at public auction or private sale, or otherwise, the whole or any portion or number of such materials, articles, things, horses, machinery, tools, plant, and equipment, at such price or prices as the Minister may see fit, and detain the proceeds of any such sale or disposition and all other amounts then or thereafter due by His Majesty to the Contractor on account of, or in part satisfaction of any loss or damage which His Majesty may sustain or have sustained by reason aforesaid.

28. The Contractor shall promptly pay for all labour, services, or materials used in or about the construction of the work.

29. The Architects only shall interpret the plans, drawings, specifications and shall settle any doubts, disputes, or differences with respect to them or to the true intent and meaning of this contract, or the manner of performance thereof, or to the determination of the sum or sums or balance of money due or to be paid to or received

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from the Contractor, and the decision of the Architects in all such matters shall be final and binding on both parties to this contract. The Contractor shall carry out and fulfil promptly and satisfactorily all such orders or directions as may be issued by the Architects from time to time.

30. The Contractor shall with each monthly estimate, submit to the Architects for check and approval, actual pay-rolls and duplicate vouchers, setting out all expenditures made under this contract during the next preceding calendar month, and any difference between the amount shown by the said vouchers and pay-rolls and the amount paid on estimate for such next preceding calendar month, shall be adjusted between the Minister and the Contractor in connection with the next succeeding payment.

31. The Contractor shall keep on the site, books containing complete daily accounting records of the work, including all pay-rolls, accounts, contracts, vouchers, and other papers in connection with it, and the Minister, the said Committee, and the Architects and the officials employed by them, shall at all times be permitted to inspect and audit the same.

32. Pursuant to the provisions of the Statute in such case made and provided, no member of the Senate or of the House of Commons of Canada, or individual employed in connection with the work, shall be admitted to any share of this contract or to any benefit to arise therefrom.

33. No work whatever shall at any time or place be carried on during Sunday, and the Contractor shall take all necessary steps for preventing any foreman or agent or men from working or employing others on that day; provided that in cases of urgency or necessity, as to which the architects shall be the judge, work may be carried on on Sunday with the permission of the architects.

34. The Contractor shall comply with, and the works shall be carried on subject to all regulations made by any lawful authority and applicable to said works, and all orders given by the architects with respect to sanitation or preservation of health on the works. The Contractor shall make adequate arrangements, to the satisfaction of the architects, for the medical and sanitary supervision of all its employees.

35. The Contractor shall comply with and be subject to all terms, stipulations and conditions contained in the following fair wages clauses:—

(a) No labourers shall be employed on or about the works hereby contracted for who are not citizens or residents of Canada, but the Minister may, in writing, waive the provisions of this clause, either in general or to a limited extent, should he deem it expedient to do so;

(b) The minimum rate of wages to be paid by the Contractor for the labour of any employee, or the minimum rate of hire for any team, employed in or about the works, shall be at the rate specified in the fair wages schedule to be furnished by the Department of Labour for the same or similar class of labour as that in which such employee is engaged, or for the hire of teams respectively;

(c) The number of working hours for employees in the day or week shall be in accordance with such statute or statutes of Canada as may now or hereafter be passed, and if there is no such statute then in accordance with the custom of the same or similar trades or classes of labour in the district where the work is being carried on—to be determined in case of dispute, by the Minister of Labour; and no employee shall be required to work for longer hours except for the protection of life or property, or in case of other emergencies, when the necessity therefor is confirmed by the architects.

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(d) In case any labour is required in or about the works for which, in the opinion of the architects, no rate is fixed in the said schedule, the architects, or other officer authorized by them, may fix the minimum rate of wages payable in respect thereof, which shall not be less than the rate of wages generally accepted as current for competent workmen in the same or similar trades or classes of labour in the district where the work is being carried on.

36. When, in the opinion of the architects, this agreement has been completely performed within the time herein provided, subject to the foregoing provision as to extension, they shall certify the same in writing under their hand with a final estimate of the work done by the Contractor and a statement of the amount due and unpaid, and the Minister shall, within sixty days after such completion, pay to the Contractor the full amount which shall be so found due and upon delivery by the Contractor to the Minister, if required, of a good and valid release and discharge from any and all claims and demands for and in respect of all matters and things growing out of or connected with this contract or the subject-matter thereof and of and from all claims and demands whatsoever.

37. Should the Contractor at any time during the progress of said work cause any unnecessary neglect or suspension of the work, or fail, omit or refuse to comply with the terms of this contract, upon receipt of the architects' certificate of such neglect or suspension or such failure, omission or refusal, and stating that there is sufficient cause for action, the Minister may and shall have the right and power to enter upon and take possession of the premises and to discharge the said Contractor and all employed under him, and this contract "shall thereupon terminate and cease after five days' notice in writing to the Contractor by the Minister and the Minister may retain all plant and material provided for the work, and employ such means as he may see fit to complete the work.

38. In the event of this contract being terminated as above provided, the Contractor shall be paid no further amount as compensation under this contract. The architects shall make a final estimate of the work done by the Contractor and a statement of the amount due and unpaid, and the Minister shall within thirty days of such termination pay to the Contractor the amount shown as due by such estimate. His Majesty shall thereupon be absolutely and forever released from all liability whatsoever to the Contractor in respect to this contract and all acts, matters and things in anywise connected therewith, but the Contractor shall nevertheless remain liable for all loss or damage which may be suffered by His Majesty by reason of the non-completion by the Contractor of the work.

39. It is understood and agreed by the parties hereto that this agreement shall not be assigned by the Contractor without the written consent of the Minister.

40. The Contractor, its agents and all workmen and persons employed by it, or under its control, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work, and the Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect of any injury to persons or to lands, buildings, structures, fences, trees, crops, roads, ways, ships or property of whatever description, and in respect of any infringement of any right, privilege or easement whatsoever occasioned in the carrying on of the works or any part thereof, or by any neglect, misfeasance or nonfeasance on the Contractor's part or on the part of any of its agents, workmen or persons employed by it or under its control, and shall at its own expense make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement, and to prevent the interruption of or any danger or menace to the traffic on any public or private road, and to secure to all persons and corporations the uninterrupted

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enjoyment of all their rights in and during the performance of the said works; and the Contractor shall indemnify and save harmless His Majesty from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to any such damage, injury or infringement.

In witness whereof the Contractor has executed these presents and these presents have been signed on behalf of His Majesty by the Minister and countersigned by the Secretary of the Department of Public Works, and the seal of the said department has been hereto affixed the day and year above-written.

Signed, sealed and delivered by the
Contractor, in the presence of :
C. H. ALLEN.

P. LYALL & SONS CONSTRUCTION
CO., LIMITED.

WILLIAM LYALL. [L.S.]

Signed, sealed and delivered by His
Majesty, in manner aforesaid,
in the presence of:
K. G. SPANGENBERG.
[L.S.]

R. ROGERS,
Minister of Public Works.

R. C. DESROCHERS,
Secretary.